

CONSULTING SERVICES AGREEMENT

This Agreement is by and between the University of Mississippi Foundation, hereinafter called the "Foundation" and Dr. Glynn F. Boyce, hereinafter called the "Consultant."

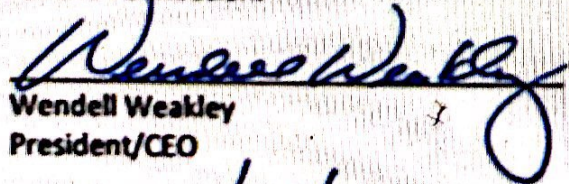
The Foundation and the Consultant hereby agree to the following conditions:

- 1. The laws of the State of Mississippi shall govern this Agreement.**
- 2. This Agreement is effective from January 18, 2019 for a period of six months, unless terminated earlier pursuant to the terms of this Agreement.**
- 3. The Scope of Service to be provided by the Consultant shall include the following:**
 - Solicit input from University of Mississippi "UM" constituencies on qualifications and characteristics desired for the next Chancellor of UM;**
 - Consult and advise on issues related to UM and the transitional period leading up to the selection of the new UM Chancellor; Consult with the Commissioner of Higher Education, the Board of Trustees and the Interim Chancellor of UM regarding same;**
 - Evaluate and advise on UM contextualization and diversity issues/matters/processes; Consult with the Commissioner of Higher Education and the Board of Trustees regarding same;**
 - Consult and advise on UM public relations issues; such consultation and advice shall be provided to the Commissioner of Higher Education, the Board of Trustees and the Interim UM Chancellor;**
 - Consult and advise on UMMC related issues; such consultation and advice shall be provided to the Commissioner of Higher Education, the Board of Trustees and the Interim UM Chancellor;**
 - The Commissioner of Higher Education shall be the point of contact to Consultant related to the performance of this Agreement. The Commissioner of Higher Education is the individual who shall assign specific projects to the Consultant for completion. Any reports/deliverables prepared by Consultant in the performance of this contract shall be provided by Consultant to the Commissioner of Higher Education.**

- Consultant shall keep the Foundation President and UM Interim Chancellor apprised of progress on the work performed and on general findings however, no formal report is expected for either person.
- 4. The Foundation agrees to pay Consultant at a rate of \$165 per hour, plus actual expenses incurred by Consultant in the performance of this Agreement. The maximum amount payable to Consultant pursuant to this Agreement is \$100,000 (such maximum amount includes fees and expenses). Consultant must submit to the Foundation's President all documentation and receipts evidencing travel expenses incurred. No reimbursements for expenses will be paid by the Foundation without the prior approval of related documentation and receipts by the Foundation's President.
- 5. This contract may be terminated by either party by providing the other party with 30 days' advance written notice. In the event of such termination, Consultant will be paid for services rendered and applicable expenses incurred pursuant to the terms of this Agreement, up through the effective date of the early termination of the Agreement.
- 6. The Foundation will deliver payments to Consultant no later than 30 days after receipt of invoice and after receipt, inspection and approval of Consultant's services.
- 7. The Consultant shall render services hereunder as an independent contractor. Consultant's performance shall not render Consultant as an agent, employee, or joint venture of Foundation or UM. Consultant shall have no authority to make any contract or representation, or to incur any obligations on behalf of the Foundation or UM, except as expressly noted herein. As an independent contractor, Consultant shall comply with all federal, state and local regulations that apply, including tax regulations and withholding.

WITNESS our signatures on the dates shown below:

For the Foundation:


Wendell Weakley
President/CEO

Date

1/17/19

For the Consultant

Dr. Glenn F. Boyce

Date